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contract of affreightment. *Kish v. Taylor* [1911] 1 K. B. 625. But the master must act in good faith and exercise his best discretion for the benefit of all concerned. *New England Insurance Co. v. The Sarah Ann* (1839) 13 Pet. (U. S.) 400; *The Amelie* (1867) 6 Wall. (U. S.) 27. In the principal case the court came to the conclusion that the captain exercised no discretion, but merely obeyed the order of the owners, and that his action could be justified only if it fell within the stipulated exception. This is a question to be answered from all the circumstances, but the conclusion does not seem entirely necessary. If the shipmaster had known the actual situation, and had pursued exactly the same course on his own initiative, he would have been justified in fact, especially when it appears that the delivery of the gold of the National City Bank would have brought him into Cherbourg only a day before the actual declaration of war.

F. W. D.

CONTRACTS—IMPOSSIBILITY OF PERFORMANCE.—*BERG v. ERICKSON* (1916) 234 FED. 817.—E, a resident of Kansas, showed B, a resident of Texas, who knew nothing of Kansas conditions, certain pastures into which he proposed to put B's cattle, and contracted to furnish plenty of good grass, salt and water during the grazing season, for which B agreed to pay him \$7 per head. The worst drought ever known in Kansas made it impossible for E to furnish plenty of good grass in July, August, September and October, although he furnished plenty during May and June, and sufficient the other months to keep the cattle alive. *Held*, that E was not absolved from his contract by the unprecedented drought.

An act of God will excuse the non-performance of a duty created by law but not one created by contract. *Davidson v. Gaskill* (1912) 121 Pac. (Okla.) 649; *Worthington v. Charter Oak Fire Ins. Co.* (1874) 41 Conn. 372. But an exception is made where the parties contracted on the basis of the continued existence of a person or thing, and where the subject matter of the contract is destroyed. *Howell v. Coupland* (1876) 1 Q. B. D. 258; *Singleton v. Carrol* (1831) 22 Am. Dec. (Ky.) 95. Where a contract called for a minimum quantity of peaches, to be grown in specific orchards which the defendant's agents had inspected, failure of performance in full, due to an unexpected drought, was excused. *Ontario v. Cutting Packing Co.* (1901) 134 Cal. 21. It would seem that the principal case might have been decided in the same way, since the parties presumably contracted for specific grass, in the sense that it was to be grown on the lands in question.

J. I. S.

EVIDENCE—PRIVILEGE AGAINST SELF-INCRIMINATION—COMPULSORY INFORMATION AS TO AUTOMOBILE ACCIDENTS.—*STATE v. STERRIN* (1916) 98 ATL. (N. H.) 482.—Defendant was convicted of violating a statute requiring an automobile driver, knowing he has injured a person, to return to the scene of the accident, and give his name, address, license number, and other information to any person demanding the same. Defendant con-